

**THIRD MODIFICATION TO THE  
AGREEMENT BETWEEN PASCO COUNTY AND  
BRIGHT HOUSE NETWORKS, LLC (BHN)  
FOR ADVANCED BROADBAND SERVICES**

**THIS THIRD AMENDMENT** is made by and between **PASCO COUNTY**, a political subdivision of the State of Florida, (hereinafter referred to as the "**COUNTY**," ) and **BRIGHT HOUSE NETWORKS, LLC**, (hereinafter referred to as "**BHN**") whose address is 4145 S. Falkenburg Road, Suite 7, Riverview, FL 33578.

**WHEREAS**, at its regular meeting on February 10, 2009, the Board of County Commissioners approved an Agreement with **BHN** to provide Advanced Broadband Services to the **COUNTY**; and

**WHEREAS**, the **COUNTY** subsequently approved a First Modification to the Agreement on July 28, 2009 for the purpose of replacing the Wide Area Network connection that links the Sixth Judicial District Court of Florida Court Administration office in Pinellas County to Pasco County's Court Officer Shared Network with a 10MB intranet connection from **BHN** at a monthly cost of \$700.00; and

**WHEREAS**, the **COUNTY** subsequently approved a Second Modification to the Agreement on April 27, 2010 for the purpose of defining locations that would be eligible for future WAN services under this Agreement and how the construction costs associated with providing service at these locations would be handled; and

**WHEREAS**, the **COUNTY** desires to add Pasco County Library locations that currently utilize WAN services from **BHN**, as eligible locations, to this Agreement, in a manner that maintains each Library location's E-Rate eligibility; and

**WHEREAS**, the **COUNTY** desires to extend the term of the Agreement by three (3) years in order to maintain each Library location's E-Rate eligibility; and

**WHEREAS**, all other information contained within the Advanced Broadband Services Agreement entered into as of February 10, 2009 remains unchanged.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements herein contained, the parties hereby agree to amend the Agreement as follows:

- 1 The Whereas Clauses set forth above are incorporated herein by reference and made part of this First Modification
- 2 Delete the word 'Initial' in the first sentence of Article 5 TERM
- 3 Exhibit A listing all the Locations Bandwidth, Services, Monthly Service Fees and Initial Term of Service is deleted in its entirety and replaced with Exhibit A to this Third Modification The new Exhibit A revises Locations Services Bandwidth Monthly Service Fees, and Term of Service relative to the **COUNTY'S** current or planned use of **BHN** services and is incorporated by reference
- 4 All the provisions of the Agreement dated February 10, 2009 (as amended by the First, Second and Third Modification to the Agreement,) not otherwise modified herein are hereby ratified and confirmed in their entirety and shall remain in full force and effect
- 5 This Third Modification to the Agreement shall become effective on July 1 2011 and activation of the above services for the remainder of the contract between **BHN** and the **COUNTY**

IN WITNESS WHEREOF the parties by and through their duly authorized representatives, have executed this First Amendment

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SEAL  
JUNE 2nd  
1887  
PASCO COUNTY FLORIDA

ATTY  
By Paula O Neil  
PAULA O NEIL  
Clerk of the Court

PASCO COUNTY BOARD OF  
COUNTY COMMISSIONERS

By Ann Hildebrand  
Ann Hildebrand Chairman

**APPROVED**

Date MAR 22 2011

BRIGHT HOUSE NETWORKS, LLC

By Nick Lenoci  
Name Nick Lenoci  
Title GVP Business Solutions

Date 3-15-11



## Exhibit A (Third Modification)

### Services

Subject to the terms and conditions of this Agreement, BHN shall provide COUNTY with wide area network connections to eligible locations below per Bid No.IFB-KB-11-040. The initial provisioning of wide area network services at an eligible location may be subject to additional construction fees. In the event that: a) the COUNTY authorizes the initiation of services at a location; and b) BHN incurs construction costs while the COUNTY does not; and c) the COUNTY terminates these services prior to thirty-six (36) months of use; the COUNTY can either reimburse BHN their construction costs, or pay the additional service fees equivalent to the difference between the cost of thirty-six (36) months of service and total fees for service paid to date.

### Eligible Locations

1. Any Pasco County government business location (includes Board of County Commissioners and Constitutionals).
2. All Public Safety Answering Points (PSAP's) within Pasco County.
3. Any location within the 6<sup>th</sup> Judicial Court District that requires access to Pasco County's Criminal Justice Information System (CJIS).

### Term of Service

The Term of this Agreement is three (3) years for E-Rate eligibility purposes, beginning July 1, 2011.

### Installation Fees

Installation fees will be waived for the duration of this Agreement.

### Services & Rates

	<u>With Firewall &amp; Services</u>	<u>No Firewall &amp; Services</u>
1. Fiber Internet Service		
a. 10 MB	\$700/Mth	\$550/Mth
b. 25 MB	\$1,250/Mth	\$1,100/Mth
c. 50 MB	\$1,500/Mth	\$1,350/Mth
d. 100MB	\$2,650/Mth	\$2,500/Mth
2. Fiber Layer Two (2) Intranet Services with Four (4) Ports: *		
a. 5 MB	\$500/Mth	* This pricing is for the existing equipment currently installed. If the existing
b. 10 MB	\$600/Mth	
c. 15MB	\$650/Mth	

d. 20MB	\$700/Mth	equipment installed is a 2-port box and needs to be upgraded to a 4-port box, there will be an additional charge.
e. 50MB	\$800/Mth	
f. 100 MB	\$1,125/Mth	
g. 1 GB	\$2,800/Mth	
h. 10GB	\$ ICB	

3. Intranet Services Extra Port Charge: \$ 0 /Month
4. New Location Construction & Installation Costs: Covered in existing agreement  
(Section 7).
5. For Library network services, the SPIN for E-rate eligibility purposes #143016611.